

**Exhibit 1**

**Contracts And Leases To Be Added To Assumption Schedule**

Debtor	Name of Contract Counterparty	Description of Contract	Effective Date	Contact Name (if available)	Address	Cure Amount
<b>PREPETITION CONTRACTS AND UNEXPIRED LEASES</b>						
GMAC Mortgage, LLC; Residential Funding Company, LLC	California Housing Finance Agency	Custodial Agreement		California Housing Finance Agency	P.O. Box 4034, Sacramento, CA 95812-4034	\$0.00
GMAC Mortgage, LLC	FHA	Application, as approved	9/1/2006 (received 9/6/2006)	Ms. Volky A. Garcia	U.S. Department of Housing and Urban Development, 490 L'Enfant Plaza East, SW, Suite 3214, Washington, DC 20024	\$0.00
Residential Capital, LLC	Jeffrey Johnson	Serves as New Mexico (in-state) collection agency manager for RFC's license		Jeffrey Johnson	5612 Cometa Court, Albuquerque, NM 87111-1410	\$0.00

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Each contract and unexpired lease identified on the Assumption Schedule includes any guaranty, modifications, amendments, addenda or supplements thereto or restatements thereof.

Neither the exclusion nor inclusion of any contract or unexpired lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease capable of assumption, that any Debtor has any liability thereunder, or that such executory contract or unexpired lease is necessarily a binding and enforceable agreement. Further, the Plan Proponents expressly may (a) remove any contract or lease from the Assumption Schedule and reject an executory contract or unexpired lease pursuant to the terms of the Plan, up until the Effective Date, and (b) contest any Claim (including Cure Claims) asserted in connection with assumption of any contract or lease.

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GMAC Mortgage, LLC	Morgan Stanley & Co., Inc.	Collateral Account Control Agreement among GMACM, Morgan Stanley Co. Inc., and the Bank of New York Mellon	8/18/2010	Attention: Notices	1585 Broadway, New York, NY 10036-8293	\$0.00
Residential Funding Company, LLC; GMAC Mortgage, LLC	Wells Fargo Bank, N.A.	Custodial Agreement and any predecessor agreements, amendments, and supplements thereto	5/19/2009	Attention: Mortgage Document Custody	Wells Fargo Bank, National Association, 1015 10 <sup>th</sup> Avenue, SE Minneapolis, MN, 55414	\$0.00
<b>POSTPETITION CONTRACTS AND UNEXPIRED LEASES</b>						
GMAC Mortgage, LLC	HUD	HUD – 11702 – Annual Resolution of Board	2/11/2013	Ms. Volky A. Garcia	U.S. Department of Housing and Urban Development, 490 L'Enfant Plaza East, SW, Suite 3214, Washington, DC 20024	N/A

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Residential Capital, LLC	ICSA Software North America, Inc.	Master service agreement with ICSA for Blueprint OneWorld, a database that houses corporate information on behalf of ResCap and its subsidiaries	11/5/2013	Robert Lacomski	99 Hawley Lange, Suite 1007, Stratford, CT 06614	N/A
Residential Funding Company, LLC	MERS	Tripartite signing authority agreement with MERS, RFC, and Ocwen relating to Membership Application/Rules of Membership	9/9/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
GMAC Mortgage, LLC	MERS	Tripartite signing authority agreement with MERS, GMACM, and Ocwen relating to Membership Application/Rules of Membership	4/11/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A

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Residential Funding Company, LLC	MERS	Tripartite signing authority agreement with MERS, RFC, and Indecomm Holdings relating to Membership Application/Rules of Membership	5/21/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
GMAC Mortgage, LLC	MERS	Tripartite signing authority agreement with MERS, GMACM, and Indecomm Holdings relating to Membership Application/Rules of Membership	5/21/2013	MERSCORP, Attn. Avi Marcus, Assoc. Corp. Secretary	1818 Library Street, Suite 300, Reston, VA 20190	N/A
Residential Capital, LLC	Microsoft Licenses	Licensing Agreement showing transferred Microsoft licenses from Ally to Estates	8/29/2013	Microsoft Licensing, GP	Dept. 551 J Volume Licensing, 6100 Neil Road, Suite 210, Reno, Nevada 89511-1137	N/A

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GMAC Mortgage, LLC	Oracle	Oracle Assignment Agreement between Ally Financial, Inc., GMAC Mortgage, LLC and Oracle America, Inc., dated May 15, 2013 (PeopleSoft licenses referenced therein)	5/15/2013	Ian Trowle	Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065	N/A
Residential Capital, LLC	PWC - PricewaterhouseCoopers LLP	Engagement Letter - Ongoing engagement with PwC for DOJ (United States Department of Justice) and the SCRA (Servicemembers Civil Relief Act) Review	3/8/2013	Kate Laski	1800 Tysons Boulevard, McLean, VA 22102	N/A
Residential Capital, LLC	PWC - PricewaterhouseCoopers LLP	Engagement Letter - Ongoing engagement with PwC to conduct internal audit support services as it relates to the IFR (Independent Foreclosure Review)	7/30/2013	Scott Moyer	1800 Tysons Boulevard, McLean, VA 22102	N/A

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Residential Capital, LLC	Structured Finance Management Limited	SFM Europe Agreement: brought in SFM UK to take over director duties of entities named in agreement	2/1/2013	Debtra Parsall	35 Great St. Helen's, London, EC3A 6AP	N/A
Residential Capital, LLC	Tax Solutions Group	Project Services Agreement for the Finance/Treasury Team for independent contractor		Richard Gross	2634 Clearview Avenue, Mounds View, MN 55112	N/A
Residential Capital, LLC	The Fountain Group	Staffing Agency providing the Estates with multiple contractors	10/15/2013	Chuck Yocum	1300 Virginia Drive, Suite 310, Fort Washington, PA 19034	N/A

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